

Exhibit A



Partner

Vivaris Capital, LLC.

www.vivariscapital.com

602.384.1946|Cell

My Blog: www.markhamade.com

Your heartaches & misfortunes will turn by not ever giving up

:

From: "Pablo Patrick" <ppatrick@linkbridgeinvestors.com>
Date: April 6, 2018 at 8:59:42 AM PDT
To: "Mark Hamade" <mhamade@vivariscapital.com>
Subject: RE: Linkbridge Authorization to Use Logo.pdf

Ok but please send the ones that are of interest to you guys.

I will set up the intro via email so you guys can schedule the time with them.

Best

Pablo Patrick

Founder & CEO

LinkBridge Investors

[1001 Avenue of the Americas](#), 11th Floor, New York, NY 10018

O: +1-212-203-2264 | E: ppatrick@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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From: Mark Hamade <mhamade@vivariscapital.com>
Sent: Friday, April 6, 2018 11:57 AM
To: Pablo Patrick <ppatrick@linkbridgeinvestors.com>
Subject: Re: Linkbridge Authorization to Use Logo.pdf

Hi Pablo!

I know! We are going to come a bit early to be fresh & on Point & incase you have some people that want to meet before & after! To have our A+ Game!

Let's start with family offices and offshore funds. Schedule as a many as you can for us with those folks!
Thank you so much!

M

Mark Hamade

Partner

Vivaris Capital, LLC.

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within the meaning of the Securities Act of 1933, as amended and "qualified purchasers" within the meaning of the Investment Company Act of 1940, as amended. Access to information about the investment funds is similarly limited to individuals who meet the applicable investor suitability and sophistication requirements.

On Apr 6, 2018, at 8:01 AM, Pablo Patrick <ppatrick@linkbridgeinvestors.com> wrote:

Hi Mark,

We can certainly schedule some meetings according to those folks that are of interest to you guys.

The event is on May 16th & 17th (not 15th) and it starts at 8am.

Best

Pablo Patrick

Founder & CEO

LinkBridge Investors

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From: Mark Hamade <mhamade@vivariscapital.com>

Sent: Thursday, April 5, 2018 1:44 PM

To: Pablo Patrick <ppatrick@linkbridgeinvestors.com>

Subject: Re: Linkbridge Authorization to Use Logo.pdf

Pablo,

Can you set-up meetings with top folks we should meet, since you know their criteria better than we do. Then, we can back fill any open time slots with other guys we would like to meet from the attendee list.

We are looking for those that want to invest in

in a firm that investments are designed for the purpose of delivering superior alternative asset returns while mitigating downside risk.

We will be available for them at the times they want or you want to set-up.

I got the rate of \$329 for the 15th. The 16th sold out. I got an \$800 rate booked it, if they can give conference rate that would be nice. Let me know.

Just for travel since it's a long flight. What time does the event start on the 15th?

Thanks again for everything.

M

Mark Hamade

Partner

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On Apr 5, 2018, at 8:31 AM, Pablo Patrick <ppatrick@linkbridgeinvestors.com> wrote:

Thank you Mark.

Best

Pablo Patrick

Founder & CEO

LinkBridge Investors

[1001 Avenue of the Americas](#), 11th Floor, New York, NY 10018

O: +1-212-203-2264 | E: ppatrick@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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From: Mark Hamade <mhamade@vivariscapital.com>

Sent: Thursday, April 5, 2018 11:28 AM

To: ppatrick@linkbridgeinvestors.com; poliveira@linkbridgeinvestors.com; Chris Mizer <cmizer@vivariscapital.com>

Subject: Linkbridge Authorization to Use Logo.pdf

Begin forwarded message:

From: "Pablo Oliveira" <poliveira@linkbridgeinvestors.com>
Date: December 14, 2017 at 11:25:20 PM PST
To: "Mark Hamade" <mhamade@vivariscapital.com>, "Pablo Patrick" <ppatrick@linkbridgeinvestors.com>
Cc: "Chris Mizer" <cmizer@vivariscapital.com>, "Steve Scholl" <sscholl@vivariscapital.com>
Subject: RE: Payment - Update

Hi Mark,

I have attached the revised agreement and the wire information.

Thank you so much and I really appreciate it. We are looking forward to hosting you guys in May.

Let's also get on a call soon to revise where you guys are and to make sure we introduce you to the right people.

Best

Pablo Patrick Oliveira

Founder & CEO

LinkBridge Investors

1001 Avenue of the Americas, 11th Floor, New York, NY 10018

O: +1-917-232-8425 | E: ppatrick@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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From: Mark Hamade [<mailto:mhamade@vivariscapital.com>]
Sent: Thursday, December 14, 2017 5:13 PM
To: Pablo Patrick <ppatrick@linkbridgeinvestors.com>
Cc: Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>
Subject: Re: Payment - Update

Hi Pablo!

Can you please send us a revised agreement.

It needs to specify that it supersedes and replaces the original agreement (\$5,000 instead of \$10,000).

It also needs to specify the scope of services you will provide (May event, number of referrals, etc).

I will work with Steve to wire you the \$5,000 tomorrow afternoon as long as the revised agreement is received by tomorrow morning and has above.

Please resend your wire Info.

Thank you again. Appreciate you working with us.

M

Mark Hamade

Partner

Vivaris Capital, LLC.

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On Dec 14, 2017, at 7:08 AM, Mark Hamade <mhamade@vivariscapital.com> wrote:

Hi Pablo,

Steve has been traveling and I am sure he will respond later today.

Our apologies. It has nothing to do with not wanting to pay you—it's more our funding being stalled.

K

Mark Hamade

Partner

Vivaris Capital, LLC.

www.vivariscapital.com

602.384.1946|Cell

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On Dec 14, 2017, at 6:40 AM, Pablo Patrick <ppatrick@linkbridgeinvestors.com> wrote:

Mark and Steve,

What is going on? White route are we going?

I understand that you are replying Mark but I am very disappointed of how you guys have been handling business with us or simply how Steve ignored our discussion.

There is always something happening or a way to work around not paying us, even after an extension and a discounted price.

The payment is due tomorrow and I will wait to hear back.

Best

Pablo Patrick

Founder & CEO

LinkBridge Investors

1001 Avenue of the Americas, 11th Floor, New York, NY 10018

O: +1-917-232-8425 | E: ppatrick@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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From: Pablo Patrick [<mailto:ppatrick@linkbridgeinvestors.com>]
Sent: Friday, December 8, 2017 1:26 PM
To: 'Mark Hamade' <mhamade@vivariscapital.com>
Cc: 'Chris Mizer' <cmizer@vivariscapital.com>; 'Steve Scholl' <sscholl@vivariscapital.com>
Subject: RE: Payment - Update

I will wait to hear from Steve then, since he is also copied in the email.

But Mark, since this is taking very long if you go back to the 2nd deal – we will have to go through a lawyer as we spoke before because it has been a while and I am starting to have a feeling that you guys are not going to pay.

Unfortunately if you cannot pay 5K, I am almost sure that 10K will be nearly impossible and I cant be running around and trying to do everything I can for you guys in terms of following through with the signed agreement.

I hope you can understand my side as well.

Best

Pablo Patrick

Founder & CEO

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From: Mark Hamade [<mailto:mhamade@vivariscapital.com>]

Sent: Friday, December 8, 2017 11:47 AM

To: Pablo Oliveira <poliveira@linkbridgeinvestors.com>

Cc: Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>

Subject: Re: Payment - Update

Hi Pablo,

Thank You. I haven't talked to Chris yet so I don't know or our CFO, Steve Scholl sscholl@vivariscapital.com, but send the invoice to him & I will try to follow up if we can pay it or go back to the second deal.

Thanks

M

Mark Hamade

Partner

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On Dec 8, 2017, at 8:38 AM, Pablo Oliveira <poliveira@linkbridgeinvestors.com> wrote:

Ok sounds good. Can I send you the invoice? You can make the payment by next Friday then right?

I hope Chris feels better.

Happy Holiday!

From: Mark Hamade [<mailto:mhamade@vivariscapital.com>]
Sent: Thursday, December 7, 2017 8:14 PM
To: Pablo Oliveira <poliveira@linkbridgeinvestors.com>
Cc: Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>
Subject: Re: Payment - Update

Got it. We are currently displaced due to the fires & Chris got hit by a drunk driver & trying to recover. Fair & totally understand.

Happy Holidays

M

Mark Hamade

Partner

Vivaris Capital, LLC.

www.vivariscapital.com

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My Blog: www.markhamade.com

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On Dec 7, 2017, at 3:42 PM, Pablo Oliveira <poliveira@linkbridgeinvestors.com> wrote:

Hi Mark,

I hope you are well.

Are you guys ready to make the payment?

As we agreed here are the details:

If you do not pay until December 15th, my deal is off and we are back to the 10K and the agreement signed by you guys.

I will offer the 2 passes to attend the meeting, panel and marketing for the USD\$5,000 as an amicable way of working with you guys.

Can I send you the invoice?

From: Pablo Patrick [<mailto:ppatrick@linkbridgeinvestors.com>]
Sent: Tuesday, November 28, 2017 6:05 PM

To: 'Mark Hamade' <mhamade@vivariscapital.com>
Cc: 'Pablo Oliveira' <poliveira@linkbridgeinvestors.com>; 'Chris Mizer' <cmizer@vivariscapital.com>; 'Steve Scholl' <sscholl@vivariscapital.com>
Subject: RE: Payment - Update

Thanks Mark.

Best

Pablo Patrick

Founder & CEO

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From: Mark Hamade [<mailto:mhamade@vivariscapital.com>]
Sent: Tuesday, November 28, 2017 6:05 PM
To: Pablo Patrick <ppatrick@linkbridgeinvestors.com>
Cc: Pablo Oliveira <poliveira@linkbridgeinvestors.com>; Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>
Subject: Re: Payment - Update

Hi Pablo,

I will talk to Chris & Steve & let you know. As of right now, it looks like we are on target.

M

Mark Hamade

Partner

Vivaris Capital, LLC.

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On Nov 28, 2017, at 2:04 PM, Pablo Patrick
<ppatrick@linkbridgeinvestors.com> wrote:

Hi Mark,

I hope everything is well with you and that you had a great Thanksgiving.

I just wanted to follow up on the payment status since it due December 15th what we agreed on.

Please let me know if you have any questions.

Best

Pablo Patrick

Founder & CEO

LinkBridge Investors

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NY 10018

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From: ppatrick@linkbridgeinvestors.com
[mailto:ppatrick@linkbridgeinvestors.com]
Sent: Tuesday, October 10, 2017 10:04 PM
To: 'Mark Hamade' <mhamade@vivariscapital.com>
Cc: 'Pablo Oliveira' <poliveira@linkbridgeinvestors.com>; 'Chris Mizer' <cmizer@vivariscapital.com>; 'Steve Scholl' <sscholl@vivariscapital.com>; 'Claudio Souza' <csouza@linkbridgeinvestors.com>
Subject: RE: Payment - Update

Perfect.

Best

Pablo Patrick

Founder & CEO

LinkBridge

1330 Avenue of the Americas. New York, NY 10019

E: poliveira@linkbridgeinvestors.com | W:
www.linkbridgeinvestors.com

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From: Mark Hamade [mailto:mhamade@vivariscapital.com]
Sent: Tuesday, October 10, 2017 9:47 PM
To: ppatrick@linkbridgeinvestors.com
Cc: Pablo Oliveira <poliveira@linkbridgeinvestors.com>; Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>; Claudio Souza <csouza@linkbridgeinvestors.com>
Subject: Re: Payment - Update

Understood & fair.

Mark

Mark Hamade

Partner

Vivaris Capital, LLC.

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On Oct 9, 2017, at 12:00 PM,
<ppatrick@linkbridgeinvestors.com>
<ppatrick@linkbridgeinvestors.com> wrote:

Hi Mark,

I understand but it is only 5K in comparison to the 10K that you guys committed to.

Most importantly, I cannot wait after December 15th for the payment. Let's agree the following way:

If you do not pay until December 15th, my deal is off and we are back to the 10K and the agreement signed by you guys.

I will offer the 2 passes to attend the meeting and marketing for the USD\$5,000 as an amicable way of working with you guys.

Do we have an agreement?

Best

Pablo Patrick

Founder & CEO

LinkBridge

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From: Mark Hamade
[<mailto:mhamade@vivariscapital.com>]

Sent: Friday, October 6, 2017 9:50 PM
To: ppatrick@linkbridgeinvestors.com
Cc: Pablo Oliveira <poliveira@linkbridgeinvestors.com>; Chris Mizer <cmizer@vivariscapital.com>; Steve Scholl <sscholl@vivariscapital.com>
Subject: Re: Payment - Update

Hi Pablo,

I truly appreciate you & appreciate you working with us. We have total faith in you. If we could do it now, we would. It's just our predicament & you know when it rains bad it pours.

In saying that, let's shoot for December 15. I will work with the team so we make that commitment. I am definitely comfortable for Feb 5, but will work to make Dec 15 work.

We like you a lot and want a long term relationship & once things change we will commit more to you for sure.

Thank you again for your kindness, empathy, generosity grace & support. We need it & need you.

M

Mark Hamade

Partner

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My

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On Oct 6, 2017, at 6:16 PM,
<ppatrick@linkbridgeinvestors.com>
<ppatrick@linkbridgeinvestors.com>
wrote:

Hi Mark,

Sounds great and I believe that it will be great for your fundraising efforts as well.

It is not a regular conference since we do not run many, but 1 Global Investors Meeting with 175 LPs.

I completely understand
and I will work with you
guys but I would need
the payment sooner than
that.

We came to an amicable
agreement of
USD\$5,000 for the
conference, therefore
let's schedule the
payment for December
15th. How does that
sound?

Looking forward to
hearing from you.

4 attachments



Vivaris Capital.pdf
513K



ATT00001.htm
1K



Vivaris Capital - Invoice.pdf
366K



ATT00002.htm
1K

From: "Claudio Souza" <csouza@linkbridgeinvestors.com>
Date: February 22, 2017 at 4:37:27 PM PST
To: "Steve Scholl" <sscholl@vivariscapital.com>, "Mark Hamade" <mhamade@vivariscapital.com>, "Chris Mizer" <cmizer@vivariscapital.com>
Cc: "Pablo Oliveira" <poliveira@linkbridgeinvestors.com>
Subject: Agreement

Good Evening,

Thank you for your time today.

I have attached the revised agreement with the benefits mentioned over our call.

As soon as the agreement is signed, I would like to start working with Colton in the fact sheet and the materials necessary to have it ready by next week.

We will also need a description of the ideal investor, so we are able to share it internally (the fact sheet should help us with that as well).

We will also map a strategy to avoid any type of overlaps, but either way, prior to making an introduction – we will let you know.

Please let me know if you have any questions as we are looking forward to working with you.

Best

Claudio Souza

Vice President

LinkBridge

1330 Avenue of the Americas. New York, NY 10019

O: +1 212-653-0634 | E: csouza@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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2 attachments



Vivaris.pdf

511K



ATT00001.htm

1K

From: Mark Hamade <mhamade@vivarisltd.com>
Date: January 30, 2017 at 4:29:19 PM PST
To: Claudio Souza <csouza@linkbridgeinvestors.com>
Cc: Pablo Oliveira <poliveira@linkbridgeinvestors.com>, Colton Wandke <cwandke@vivariscapital.com>, Steve Scholl <sscholl@vivariscapital.com>, Chris Mizer <cmizer@vivariscapital.com>
Subject: Re: Are you currently Fundraising?

Claudio,

Please speak to Colton & Steve one of our partners & can schedule a call to get to know each other.

Steve & Colton are in the US currently & Me & Chris are in Asia right now.

M

Mark Hamade

Partner

Vivaris Capital, LLC.

www.vivariscapital.com

602.384.1946|Cell

My Blog: www.markhamade.com

Your heartaches & misfortunes will turn by not ever giving up**Vivaris Capital, LLC Disclaimer:**

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

No information presented should be used or considered as an offer to sell or a solicitation of an offer to buy any interest in any investment fund. Any such offer or solicitation can and will be made only by means of the confidential offering memorandum of each such investment fund, and only in jurisdictions in which such an offer would be lawful and only to individuals who meet the investor suitability and sophistication requirements of each such investment fund, including qualifying as "accredited investors"

within the meaning of the Securities Act of 1933, as amended and "qualified purchasers" within the meaning of the Investment Company Act of 1940, as amended. Access to information about the investment funds is similarly limited to individuals who meet the applicable investor suitability and sophistication requirements.

On Jan 30, 2017, at 11:41 PM, Claudio Souza <csouza@linkbridgeinvestors.com> wrote:

Good Morning Mark,

I hope you are well and I wish you a happy, healthy and prosperous New Year.

I thought I'd reach out to see if we can schedule a quick call to introduce my firm and to learn about yours.

To give you some background, I have been working with pension funds, endowments, foundations, HNWI and family offices across the US, Latin America, Asia, Europe and the Middle East who are currently looking for allocations.

If you have availability, I'd like to see if we can schedule a time to discuss our platform and partnership opportunities in markets of interest.

I am looking forward to hearing from you.

Best Regards,

Claudio Souza

Associate

LinkBridge

1/15/2019

Gmail - FW: Are you currently Fundraising?

1330 Avenue of the Americas. New York, NY 10019

O: +1 212-653-0634 | E: csouza@linkbridgeinvestors.com | W: www.linkbridgeinvestors.com

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INVOICE**To: Vivaris Capital**

Caribe Plaza Office Building 6th Floor
Palmeras St. #53, San Juan – PR 00901

DESCRIPTION	TOTAL
1 st Payment	5,000.00
Total Due	5,000.00

Financial Center:
JPMorgan Chase Bank, N.A.

Account:

The LinkBridge LLC

Account Number:

131836063

ABA Number:

021000021

Chase SWIFT Code:

CHASUS33

BANK FEES:

The above amount does not include bank fees. Bank fees are the responsibility of the Payer and are at no time to be deducted from the above amount

**Your information will never be shared with any third parties.*

**The amount above is non-refundable.*

From: Colton Wandke <cwandke@vivariscapital.com>
Date: January 31, 2017 at 8:42:39 AM PST
To: mhamade@vivariscapital.com, cmizer@vivariscapital.com, csouza@linkbridgeinvestors.com, sscholl@vivariscapital.com, poliveira@linkbridgeinvestors.com, lpegueros@vivariscapital.com
Subject: Invitation: Claudio-Vivaris Capital (Call) @ Wed Feb 1, 2017 1pm - 2pm (mhamade@vivariscapital.com)
Reply-To: Colton Wandke <cwandke@vivariscapital.com>

[more details »](#)

Claudio-Vivaris Capital (Call)

Conference Dial-in Number: (319) 527-9190
Participant Access Code: 762712#

When Wed Feb 1, 2017 1pm – 2pm Pacific Time

Video call https://plus.google.com/hangouts/_/vivariscapital.com/cwandke

Calendar mhamade@vivariscapital.com

Who • cwandke@vivariscapital.com - organizer

 • cmizer@vivariscapital.com

 • csouza@linkbridgeinvestors.com

- mhamade@vivariscapital.com
- sscholl@vivariscapital.com
- poliveira@linkbridgeinvestors.com
- lpegueros@vivariscapital.com

Going? **Yes** - **Maybe** - **No** [more options »](#)

Invitation from [Google Calendar](#)

You are receiving this email at the account mhamade@vivariscapital.com because you are subscribed for invitations on calendar mhamade@vivariscapital.com.

To stop receiving these emails, please log in to <https://www.google.com/calendar/> and change your notification settings for this calendar.

Forwarding this invitation could allow any recipient to modify your RSVP response. [Learn More](#).

4 attachments

 **mime-attachment.ics**
3K

 **ATT00001.htm**
1K

 **invite.ics**
3K

 **ATT00002.htm**
1K



LINKBRIDGE INVESTORS

INVOICE

LinkBridge Investors LLC

1001 Avenue of the Americas, 11th Floor
New York, New York 10018

To: Vivaris Capital

Contact Person: J. Christopher Mizer

DESCRIPTION	TOTAL
LinkBridge Investors – Global Investors Annual Meeting	5,000.00
Total Due	5,000.00

PAYMENT:

Due Date: 12/15/2017

Financial Center:

JPMorgan Chase Bank, N.A.

Account:

LinkBridge Investors LLC

Account Number:

883796893

ABA Number:

021000021

Chase SWIFT Code:

CHASUS33

BANK FEES:

The above amount does not include bank fees. Bank fees are the responsibility of the Payer and are at no time to be deducted from the above amount.



LINKBRIDGE INVESTORS

1001 Avenue of the Americas, 11th Floor
New York, New York 10018
United States

SPONSORSHIP CONTRACT

This agreement supersedes and replaces the original agreement received on March 17th of 2017 signed by J. Christopher Mizer from Vivaris Capital if paid by December 15th of 2017. As discussed and agreed in between all parties, the fee will be reduced from USD\$10,000 as stated in the original agreement to USD\$5,000 as long as its paid by December 15th of 2017. The benefits will also change accordingly and moving forward the "Sponsorship Benefits" as stated below will replace LinkBridge's duties from the original agreement.

SPONSOR

Company Name: (hereinafter the "Sponsor"): Vivaris Capital
Contact Person: J. Christopher Mizer

EVENT DETAILS

Event: Global Investors Annual Meeting (hereinafter the "Event")
Date: May 16th & 17th, 2018
Location: The Harmonie Club, New York City, USA (hereinafter the "Venue")

SPONSORSHIP BENEFITS

Panel Speaker:	A senior executive will participate as a speaker in a panel.
1 on 1 Meetings:	Sponsor will receive the conference attendee list two weeks prior to the event and LinkBridge Investors LLC (hereinafter "Linkbridge") will facilitate introductions.
Meeting Room:	Sponsor will have access to meeting room.
Branding:	Company name and logo will be included on all marketing collateral (website, signage, brochure and agenda).
Attendee Passes:	3 executives, partners or staff from sponsor's company will be entitled to conference passes.

All of the above benefits, hereinafter referred to as the: "Sponsorship Benefits"

SPONSORSHIP FEE

US Dollar: \$5,000

Payment Due: 12/15/2017

Hereinafter "Sponsorship Fee"

THE UNDERSIGNED ACKNOWLEDGES THAT SHE/HE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND IN THE TERMS AND CONDITIONS THAT FOLLOW ON PAGES 3 AND 4, INCLUDING THE PAYMENT POLICY AND CANCELLATION POLICY, AND AGREES TO ABIDE BY THE TERMS AND CONDITIONS ATTACHED.

Agreed as of December 14th of 2017 (the "Effective Date"):

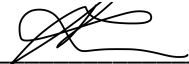
Vivaris Capital

By: _____

Print name: _____

Title: _____

LinkBridge Investors, LLC

By: _____ 

Print name: _____ Pablo Oliveira

Title: _____ Founder & CEO



SPONSORSHIP TERMS AND CONDITIONS

WHEREAS, LINKBRIDGE promotes, organizes and hosts various conferences and events

WHEREAS, SPONSOR wishes to pay LINKBRIDGE fees to sponsor the Event as further detailed herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereinafter contained, the parties hereto have agreed as follows:

1. LinkBridge Investors' Services. Subject to the terms and conditions of this Sponsorship Contract and Sponsorship Terms and Conditions (collectively the "Agreement"), and Sponsor's full payment of the Sponsorship Fee to be paid to LINKBRIDGE, LINKBRIDGE agrees to arrange for the Sponsor to participate in the Event, and Sponsor agrees to purchase the sponsorship package indicated in the Sponsorship Benefits contained in this Agreement.

2. Sponsor's Obligations. The Sponsor shall provide LINKBRIDGE with any marketing materials, logos and other information reasonably requested by LINKBRIDGE in order to promote the Event and to fulfill LINKBRIDGE's obligations under the terms and conditions of this Agreement. Sponsor shall cooperate with LINKBRIDGE and prepare an appropriate keynote presentation and provide a panel speaker, if included in the Sponsorship Benefits.

3. Promotional Activities. All exhibits, demonstrations, keynote presentations or panel speakers or other promotional activities by Sponsor at the Event are subject to the written approval by LINKBRIDGE, which approval shall be granted or denied in LINKBRIDGE's sole and absolute discretion. LINKBRIDGE reserves the right to decline or prohibit any promotional activity which is not suitable or in accordance with the standards of the Event or which does not comply with the rules established for the Event. In the event of such prohibition, LINKBRIDGE is not liable for any refund of Sponsorship Fees or any other exhibit expenses or for any other damages the Sponsor may suffer.

4. Observance of Laws and Regulations: Sponsor shall abide by and observe any laws, rules, regulations, and ordinances, and all rules and regulations of LINKBRIDGE and the governing body of the Event venue in connection with its participation in the Event as may be set from time to time.

5. Limited License: Sponsor grants to LINKBRIDGE the right to use and reproduce Sponsor's name, trademark and logo in connection with the promotion and production of the Event and for the purposes of this Agreement.

6. Payment in Advance. Sponsor agrees that all Sponsorship Fees, or any other amounts owed to LINKBRIDGE, must be paid to LINKBRIDGE prior to the Event. In the event that the Sponsor fails to pay any or all such fees in a timely manner, LINKBRIDGE, in its sole discretion, may reassign or cancel participation by the Sponsor. Sponsor remains liable for payment of all fees set forth in this Agreement, subject only to the applicable cancellation provisions set forth in this Agreement.

7. Payment of Sponsorship Fees. In consideration of LINKBRIDGE's services under this Agreement, Sponsor shall pay 100% of the Sponsorship Fee on the date set forth herein. Sponsor shall pay interest of four percent (4%) per month on any outstanding balance of the Sponsorship Fee or any other amounts outstanding under this Agreement. The Sponsorship Fee is nonrefundable. The Sponsorship Fee does not include bank or credit card fees. Bank or credit card fees are the responsibility of the Sponsor and are at no time to be deducted from the above amount.

8. Cancellation. The Client is not permitted to cancel this Contract except with the written consent of LINKBRIDGE. Sponsor acknowledges that LINKBRIDGE is required to rely on all Sponsor's participation for a successful Event and that it would be hard to determine the exact damages caused by Sponsor's cancellation of this Agreement during the above time periods. Thus, this provision is for liquidated damages, and not as a penalty.

9. Postponement. LINKBRIDGE reserves the right to postpone an event for up to one-year due to terrorism, acts of god, civil unrest, war, instability within the country, city, or region of the Event, resulting in safety concerns, political disturbances, Venue cancellations outside the control of Linkbridge, or adverse regulatory changes.

10. Taxes. The invoiced amount represents the amount to be paid to LINKBRIDGE, and not the amount due before tax consideration. Associated taxes are not the responsibility of LINKBRIDGE.

11. No Representation. LINKBRIDGE makes no representations or warranties regarding the number of persons who will attend the Event, or the Sponsor's success with respect to participation in the Event.

12. Warranty: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LINKBRIDGE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

13. Indemnity And Limitation Of Liability: Neither LINKBRIDGE nor the Venue, nor either of their officers, agents, employees, contractors, owners, or other representatives shall be held liable for any damage, loss, harm, or injury to the person or property of the Sponsor or any of Sponsor's visitors, invitees, officers, agents, employees or other representatives, resulting from Sponsor's participation in the Event, whether from negligence, earthquake, fire, theft, water or accident of any other cause, or Sponsor's breach of this Agreement. The Sponsor shall indemnify, defend, and hold harmless LINKBRIDGE and the Venue and their respective owners, directors, officers, employees, agents and representatives harmless, from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Sponsor or its officers, agents, employees, or other representatives or breach of this Agreement. Neither LINKBRIDGE nor the Venue shall be responsible for the security of Sponsor's proprietary information or products or services.



SPONSORSHIP TERMS AND CONDITIONS

Sponsor understands that neither LINKBRIDGE nor the Venue maintains insurance covering the Sponsor's property and liability, and it is the sole responsibility of the Sponsor to obtain such insurance. Under no circumstances shall LINKBRIDGE, its agents, affiliates, employees, owners, contractors, or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Event.

14. Governing Law: This Agreement is to be governed by and construed in accordance with the laws of the State of New York. The parties consent to the exclusive jurisdiction of the federal and state courts located New York, New York. Sponsor shall be responsible for all collection costs and legal fees incurred by LINKBRIDGE in connection with collecting Sponsorship Fees or any other amounts due under this Agreement.

15. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and subject to LINKBRIDGE's continuing right to promulgate additional or different rules and regulations concerning the Event as contemplated and described above, this Agreement may not be modified or terminated except in a writing signed by both parties.

16. Authorization: The person signing this document expressly represents and warrants to LINKBRIDGE that they are authorized by Sponsor to bind Sponsor to the terms and conditions hereof.

17. Assignment: The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns. Because this Agreement provides for services personal in nature, this Agreement is not assignable by Sponsor. LINKBRIDGE may freely assign its rights and obligations under this Agreement.

18. Titles and Captions: The titles and captions of the paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

19. Facsimile/Electronic Execution: Signatures on counterparts of this Agreement transmitted by facsimile or by electronic means are hereby authorized and shall be acknowledged as if any such signature included on any such counterpart and so transmitted was an original execution.

